

is." He also gave to the said Rebecca, sundry negroes for life, and various articles of personal property, including "two horses and two cows, with the privilege of pasturage for them, on the plantation she might, from time to time, choose to reside at, with the use of the stables and provender of all kinds for them during the year or years she may live." In a subsequent clause, he gave and bequeathed to the said Rebecca, \$500 annually, whilst she remained his widow, to be paid to her by his two sons, Edward R. Gibson and Fayette Gibson, by them, or their heirs jointly, \$250, by each of them; but, if she should marry, they were to pay her only one-half of that sum equally between them." The testator then declared the foregoing bequest and devise to his wife, "to be in lieu of, and in full satisfaction for her dower in his lands and real estate, and her thirds of his personal estate, and remainder of both his real and personal estate not before devised or disposed of."

Rebecca Gibson, the widow, accepted the provisions of the will in her favor, in lieu of her dower, and Edward R. and Fayette Gibson entered into possession of the real estate devised to them respectively, and particularly described therein. Fayette, in 1821, sold his portion of the estate, known as "Marengo," to Edward Lloyd, by whom it was subsequently devised to his son, Edward Lloyd, the defendant, and the estate known as "Lombardy," to one John Wilson Blake, after whose death it was again sold, and subsequently one portion thereof came into possession of James Hopkins, and the residue was held and owned by Charlotte L. Edmondson, as tenant for life, with remainder to Horatio L. Edmondson. Edward R. Gibson sold the estate devised to him, being part of "Marengo," to Fayette, in whose possession it continued up to the 29th of March, 1839, when it was purchased by the Farmers' Bank of Maryland, under a decree of the Court of Chancery, in the case of *McCormick vs. Gibson*, for the sale of the real estate of Jacob Gibson, for the payment of his debts, his personal estate having proved insufficient for that purpose, at the sum of \$10,500. About the same time the bank leased the same to Fayette Gibson, who, under said lease, remained in possession until his death, and on the 1st of January, 1841, the bank also